

NO. _____

IN THE MATTER OF
ROBERT D. LEISTEN, DPM

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BEFORE THE TEXAS
STATE BOARD OF
PODIATRY EXAMINERS

AGREED SETTLEMENT

Statement of Facts

The parties stipulate and agree to the following facts:

1.01 On or about June 8, 1992, D. Elliott Branson, Executive Director of the Board, communicated to Robert D. Leisten, DPM, that the Board had received a complaint from an undisclosed source. Mr. Branson's letter alleged certain acts which, if proven, could be the subject of a formal complaint under the TEX. CIV. STAT. ANN., article 4570 through 4573 (Vernon's 1992) (Podiatry Law).

1.02 The above communication offered Dr. Leisten the opportunity to participate in a meeting pursuant to TEX. CIV. STAT., article 6252-13a, Section 18(c) (Vernon's 1992) ("APTRA").

1.03 A meeting was held on the 17th day of June, 1992.

1.04 Representing the Board at such meeting was Peter J. Williams, DPM, a member of the Board, D. Elliott Branson, and Christopher Maczka, Assistant Attorney General, attorney for the Board. Dr. Leisten appeared at such meeting and was represented by counsel, Ace Pickens of Austin, Texas.

1.05 Dr. Leisten and the representatives of the Board discussed certain matters relating to the allegations.

1.06 The nature of the allegations was that Dr. Leisten had obtained prescription medications for his wife for non-therapeutic purposes.

1.07 No formal complaint has been brought against Dr. Leisten.

1.08 As it relates to the above allegations, bona fide disputes and controversies exist, both as to the facts and extent of the violation, if any, of any law relating to Podiatry.

1.09 Dr. Leisten denies any violation of the Podiatry Law as it relates to any allegations which are the subject of the communication received by Dr. Leisten.

1.10 Dr. Leisten understands that he has the option to continue to insist on proof by the Board of any violations at a contested case hearing under APTRA.

11.1 In order to avoid the cost of a contested case hearing and in the interest of cost, efficiency and fairness to the Board and himself, Dr. Leisten desires to resolve this matter by this agreement.

1.12 Dr. Leisten desires to resolve such dispute by compromising and settling all claims and matters of any kind whatsoever relating to such allegations discussed and that the full terms and conditions of such compromise settlement are set forth in this agreement. Dr. Leisten understands that the execution of this agreement is not an admission of any fact or conclusion of law, the same being expressly denied.

II.

Settlement Terms

2.01 All agreements are with Dr. Williams and with the staff of the Board and Dr. Leisten. The agreement is to be presented to the Board as a recommendation. If the Board elects to reject this

agreement, the Board will not use this agreement for any purposes and the same will be null and void.

2.02 If the terms of this agreement are complied with, the Board agrees not to bring any further disciplinary action on any matter covered by such agreement.

2.03 Dr. Leisten agrees to be on probation for two years. During such probation period Dr. Leisten agrees to the following:

(a) Dr. Leisten agrees that he will comply with all applicable books and record requirements of the Texas Controlled Substances Act (Chapter 481, Health & Safety Code), the Federal Comprehensive Drug Abuse Prevention and Control Act of 1970, 21 U.S.C.A., Section 801, et. seq. (Public Law 91-513), and Chapter 483, Health & Safety Code, the Dangerous Drug Act.

(b) Dr. Leisten will not possess any controlled substances, including samples, that were not received in accordance with all applicable laws relating to such controlled substances.

(c) Dr. Leisten agrees that during the time of probation he will attend in person one Board meeting each year to report to the Board as to any matter of concern to the Board.

(d) Dr. Leisten agrees, in addition to the annually required hours of CME, that he will attend a three hour course on medication record keeping to be approved by the Executive Director of the Board and will be completed under one year of the date of this agreement.

(e) Dr. Leisten voluntarily states that he will cooperate with the Board, its attorneys, investigators, and other employees, in the investigation of his practice to verify that he has complied with this agreement.

(f) Dr. Leisten agrees to advise the Board of any change of address, mailing or office, within ten (10) days of such occurrence.

(g) Dr. Leisten understands that this agreement supersedes any other written or oral statements or agreements.

III.

General Provisions

3.01 Effective Date. This settlement agreement shall take effect and become binding upon the approval by the Board and entering of an order under the terms attached hereto.

3.02 No Waiver. No waiver of any of the terms of this settlement agreement shall be valid unless in writing. No waiver of default of any terms of the settlement agreement shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

3.03 Governing Law. This agreement is being entered into pursuant to TEX. REV. CIV. STAT., article 4567-4575 (Vernon's 1992) Podiatry Law, and APTRA.

3.04 Acknowledgement of Entire Agreement. Dr. Leisten acknowledges that he has carefully read this instrument, including all documents or exhibits, if any, that are referred to, that this instrument expresses the entire agreement between the parties

concerning the subjects it purports to cover, and Dr. Leisten has executed this instrument freely and of his own accord.

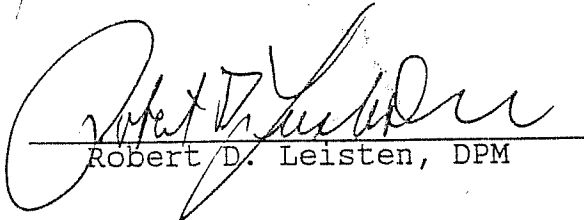
3.05 Notice. Any notice to be given under the terms of this agreement by either party to this order shall be in writing and be delivered by personal delivery or certified mail, return receipt requested, to the following addresses:

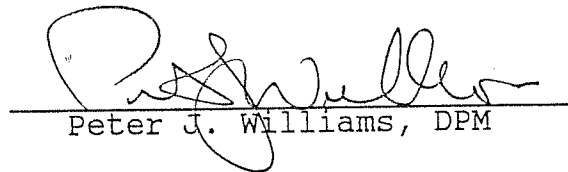
Robert D. Leisten, DPM
1740 W. 27th Street, #195
Houston, Texas 77008

Texas State Board of Podiatry Examiners
3420 Executive Center Drive, Suite 305
Austin, Texas 78731

3.06 Parties. The parties to this agreement are Dr. Leisten, and a representative of the Board, Dr. Williams. The attorney for the Board, Chris Maczka, and the attorney for Dr. Leisten, Ace Pickens, have read and approved as to form this agreement.

Executed this 25 day of Nov, 1992.


Robert D. Leisten, DPM


Peter J. Williams, DPM

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ROBERT D. LEISTEN, DPM

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BEFORE THE TEXAS
STATE BOARD OF
PODIATRY EXAMINERS

ORDER

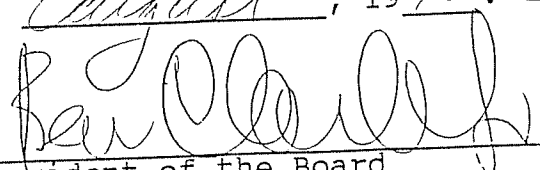
On the 6 day of August, 1992 came on to be heard the above matter.

The parties appeared by and through their respective attorneys and announced to the Board that all matters of fact and things in controversy between them have been fully and finally compromised and settled.

The Compromise Settlement Agreement was exhibited to and received by the Board, and, based thereon, the Board makes this following order:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, by the Board that it is of the opinion that this agreement to compromise and settle all claims, demands and causes of action herein covered by the attached agreement, which is fully set forth herein, is reasonable, fair and just, and the same is hereby in all things approved and agreed to.

Dated the 6 day of August, 1992.



President of the Board